

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Superior Aerospace Insurance
Company, a Vermont Corporation,

Civ. No. 24-1519 (PAM/JFD)

Plaintiff,

v.

MEMORANDUM AND ORDER

China Continent Property & Casualty
Insurance Company, a foreign
company; and Sunshine Property &
Casualty Insurance Company LTD.,
a foreign company,

Defendants.

This matter is before the Court on Plaintiff Superior Aerospace Insurance Company's Motion for Default Judgment pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure. (Docket No. 11)

Superior Aerospace filed this lawsuit on April 26, 2024, and the summons were returned executed on June 6, 2024. (Docket Nos. 6, 7.) Defendants China Continent Property & Casualty Insurance Company ("CCIC") and Sunshine Property and Casualty Insurance Company ("Sunshine Insurance") have not appeared and did not respond to the Complaint. The Clerk's Office entered default against Defendants on June 7, 2024. (Docket No. 10.) After the entry of default, Sunshine Insurance contacted Superior Aerospace and satisfied its debt. (Docket No. 13 ¶ 10.) Thus, Superior Aerospace's sole remaining claim is against CCIC.

From 2015 to 2019, the parties entered into multiple agreements in which CCIC and other reinsurers agreed to collectively underwrite certain amounts that Superior Aerospace owed to its insureds under various reinsurance policies. (Compl. (Docket No. 1) ¶ 8.) The agreements required CCIC to indemnify Superior Aerospace for claims paid within thirty days of the original demand. (Id. ¶ 9.) Superior Aerospace claims that CCIC ignored its indemnification requests and withheld payment, despite that Superior Aerospace abided by the reinsurance agreements' terms and provided the appropriate supporting documentation in support of its claims. (Id.)

On February 8, 2024, Superior Aerospace sent a final demand letter to CCIC requesting payment of \$531,795.32, plus interest and associated costs and expenses. (Id. ¶ 10.) CCIC responded on February 26, 2024, conceding that it owed outstanding amounts, but contending that Superior Aerospace failed to provide appropriate documentation to support its claims. (Id.) On March 7, 2024, Superior Aerospace responded, reiterated its demand for payment, and included the previous correspondence containing the supporting documentation. (Id.) CCIC did not respond and has taken no action in this matter. (Docket No. 13 ¶ 11.)

The Court held a hearing on the Motion on August 21, 2024. CCIC did not appear at the hearing. Superior Aerospace now requests a default money judgment of \$531,795.32, plus interest and associated costs and expenses. Superior Aerospace has established that it is entitled to the default money judgment it seeks.

Accordingly, **IT IS HEREBY ORDERED that:**

1. Plaintiff Superior Aerospace Insurance Company's Motion (Docket No. 11) is **GRANTED**; and
2. The Clerk of Court is **DIRECTED** to enter judgment in favor of Plaintiff Superior Aerospace Insurance Company and against Defendant China Continent Property & Casualty Insurance Company in the total amount of \$531,795.32, plus interest and associated costs and expenses.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: August 21, 2024

s/ Paul A. Magnuson

The Hon. Paul A. Magnuson
United States District Court Judge